

MOBILE DEPOSIT CAPTURE TERMS AND CONDITIONS

DISCLOSURE AGREEMENT

When we use the terms “we”, “us”, “our”, “KCU”, and “Credit Union”, this means **Keystone Credit Union** or its affiliates. When we use the terms “you”, “your”, “depositor”, or “user”, we mean you and /or any other user subscribing to, use of, or is authorized by you. “Services” means “Mobile Deposit Capture”.

This Mobile Deposit Capture Agreement (“Agreement”) contains the terms and conditions for the use of the Keystone Credit Union Mobile Deposit Capture Service (“Service”). By accepting this Agreement and using Mobile Remote Deposit Capture, you agree to all the terms, conditions, and notices contained in this agreement and accept responsibility for your use of the service. Other agreements you have entered with us, including the Terms and Conditions of your Account and the Online Banking Agreement, as applicable to your account(s) with Keystone Credit Union, are incorporated by reference and made a part of this Agreement.

Services. The Services are designed to allow you to make deposits to your eligible checking or savings accounts from home or other remote locations by capturing an electronic image of a check and delivering said image and associated deposit information to KCU or the Credit Union's designated processor.

Acceptance of These Terms. When you use the Services that means you accept this Agreement. This Agreement may change from time to time. If that happens, we will notify you of any material changes. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, KCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

Limitations of Service. The Service is provided to you through various technologies, including those used on your tablet or smartphone. When using the Services, you may experience technical or other difficulties. We'll help you with technology as much as possible, but we cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. You must meet the qualification requirements for use of the Services, and we reserve the right to change the qualifications at any time without prior notice. We also reserve the right to change, suspend, or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

Hardware and Software. You need the appropriate hardware and software to use the Services. **That means you must obtain and maintain, at your expense, compatible hardware and software as specified by the Credit Union.** KCU is not responsible for any third-party software or hardware you may need to use the Services. Any such software or hardware is accepted by you as is and is subject to the terms and conditions of the agreement you enter directly with the third-party provider.

Qualification. In order to enroll in this service, you must be designated as an owner of a Keystone Credit Union account (“Account”) that is eligible for this service and be approved by Keystone Credit Union.

To be approved for this service, the following criteria will be considered:

- You must be enrolled for mobile banking
- Your account relationship must be with us for at least ninety (90) days
- Your account must not have been overdrawn more than three days in the past 90 days and no more than 6 days overdrawn in the past 12 months.
- Activity on your account must not have had any returned deposits in the last 90 days or three or more returned deposit in the past 12 months.

- Nor has caused any losses to Keystone Credit Union via charge-off: Loan(s), checking or savings

In the event your account does not meet the criteria above, you will be eligible to reapply for Mobile Remote Deposit Capture after a time period when these conditions are met or approved by management or accountant.

Fees. The Credit Union currently offers the benefits and convenience of the Service to you at no additional charge. The Credit Union reserves the right to charge fees for the Service in the future. If we do charge a fee, you are responsible for paying those fees for the use of the Service. KCU may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. **A fee will be charged for any chargebacks (returned deposits).** The fees (if applicable) are published in the KCU Schedule of Fees as part of your account agreement.

Payment Processing. Image Replacement Document (IRD) Processing. Depositor authorizes Keystone Credit Union to convert Items of IRDs or transmit Items as an image and further authorizes KCU or any other bank to which an item is sent for process. Items may be transmitted to a printing facility for printing and clearing through traditional paper processing channels, at Keystone Credit Union's sole discretion. The IRDs will be created in accordance with Check 21; alternatively, KCU may process Items as photocopies in lieu of originals, under guidelines established between KCU and Depositor and applicable industry standards. Items that fail to satisfy the warranties made to KCU by Depositor, that fail to meet the requirements of KCU or Check 21, or that are otherwise not able to be processed may be charged back to the Depositor's account and/or returned to Depositor. Depositor agrees to be bound by any applicable laws, rules and regulations to Keystone Credit Union is a party.

Eligible Items. We are required by law to tell you what checks you can deposit using the Service. Mobile Deposit allows you to deposit most U.S. consumer and business checks; however certain checks are not supported through the remote deposit channel. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC (Reg CC). When the image of the check transmitted to the Credit Union is converted to an Image Replacement Document (IRD) for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which are considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- **Checks containing an alteration** on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Federal Reserve Board Regulation CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Federal Reserve Board Regulation CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks that are post dated
- Be payable to cash
- Checks or items prohibited by KCU's current procedures relating to the Services or which are otherwise not acceptable under the terms of your account.
- Checks payable on sight or payable through Drafts, as defined in Federal Reserve Board

Regulation CC.

- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through an electronic deposit delivery system offered at any other financial institution and/ or at KCU. (E.g., Mobile, Branch, ATM, Consumer, Merchant and automated clearing house (ACH) check conversions.
- **Checks or items that are drawn or otherwise issued by the U.S. Treasury Department**
- Checks that are drawn on or produced from any of your KCU account(s), written to yourself, and authorized by yourself for deposit to your own account.
- If an item is dishonored, you will receive an image of the original check or a substitute check as the chargeback item.

Endorsements and Procedures. Endorse the back of your check with the following items in the order shown:

- For Mobile Deposit Only
- Keystone Credit Union
- Your full account #
- Signature (**Signature must be last**)
- Place check on dark background
- Ensure your check is the only thing visible in the photo, and that all check edges can be seen
- Make sure you have not already deposited your check with us or another institution
- Keep your check for a minimum of 60 days before destroying.

This is known as a “restrictive” endorsement. You agree to follow any and all other procedures and instructions for use of the Services as the Credit Union may establish.

Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from KCU that we have received the image. **Receipt of an item does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your account.** We further reserve the right to charge back to your account at any time; an item that we subsequently determine was not an eligible item. You agree that KCU is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Availability of Funds. Items transmitted using the Service are not subject to Federal Reserve Board Regulation CC or our funds availability policy contained in your KCU Account Terms and Conditions. If the image of an item is approved before 3:00 p.m. Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Service will generally be made available within 24-48 hours excluding weekends (Saturday and Sunday) and federal holidays. KCU may make such funds available sooner based on such factors as the length and extent of your relationship with us, transaction information, and other such factors deemed relevant by the Credit Union. Extended holds will be placed on deposits when deemed necessary.

Disposal of Transmitted Items. Please keep any deposited items for at least 60 days. Upon your transmission of the item, you agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 calendar days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to provide it to KCU upon request within 5 business days of the request to aid in the clearing and collection process to resolve claims by third parties with respect to any item or as KCU otherwise deems necessary. If unable to provide requested item, KCU reserves the right to collect funds at its discretion.

Deposit Limits. For your protection, we may establish limits on the dollar amount and/or number of items or deposits periodically. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Such limits will be reviewed and adjusted periodically at the Credit Union's discretion.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be at the Credit Union's sole discretion subject to account agreement governing your account.

Errors. It is very important to protect yourself from errors. You agree to notify the Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 15 calendar days after the applicable account statement is sent. Unless you notify the Credit Union within 15 calendar days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against KCU for such alleged error.

Errors in Transmission. By using the Services, the depositor accepts the risk that an item may be intercepted or misdirected during transmission. Keystone Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Image Quality. The image of an item transmitted to KCU using the Services must be legible, as determined by the sole discretion of the Credit Union. Without limiting the foregoing, the image quality of the items must comply with the requirements established by KCU and the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association. If the check image is not captured, the original check should be taken to the nearest KCU Branch for deposit.

User Warranties and Indemnification. You warrant to KCU:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to KCU is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless KCU from any loss for breach of Regulation CC's warranty provision for substitute checks.

Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions

Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes, or you use the Services in a manner inconsistent with the Terms and Conditions governing your account or any other agreement with us.

Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Ownership and License. You agree that KCU and certain third parties retain all ownership and proprietary rights in the Services, associated content, technology, and website. Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to KCU business interest, or (iii) to KCU actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD-PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF FINANCIAL INSTITUTION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Rule, Laws, and Regulations. You agree to abide by and comply with local, state, and federal rules and regulations. These rules include but not limited to Regulation CC "Expedited Funds Availability Act," its subpart B, C and D (subpart D implements the Check Clearing for 21st Century Act(Check 21 ACT). The Bank Secrecy Act (BSA), and laws administered by the United States of America which are in existence as of the date of this agreement and as amended from time to time.

I am requesting that my account be granted access to Remote Deposit Capture (RDC). I agree to the terms of and conditions stated above and will follow all rules and guidelines associated with the Remote Deposit Capture program. I understand that this service may be removed at any time by the Credit Union without prior notice. I also understand if I wish to discontinue this service, I must submit a request to have the RDC access removed from my account.